

**IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

IN RE:

CIRCUIT CITY STORES, INC., et al

DEBTORS.

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**CASE NO. 08-35653-KRH
Jointly Administered**

CHAPTER 11

**OBJECTIONS OF CHINO SOUTH RETAIL PG, LLC
TO MOTION OF THE DEBTORS FOR ORDER UNDER SECTION 365(d)(4)
EXTENDING TIME WITHIN WHICH DEBTORS MAY ASSUME OR
REJECT UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

Chino South Retail PG, LLC ("Chino South"), by and through its undersigned counsel, objects to the *Motion of the Debtors for Order Under Section 365(d)(4) Extending Time Within Which Debtors May Assume or Reject Unexpired Leases of Nonresidential Real Property* (the "Extension Motion"), and in support thereof, respectfully states as follows:

BACKGROUND

1. On November 10, 2008 ("Petition Date"), the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") thereby commencing these cases.

2. On or about November 20, 2008, the Debtors filed the Extension Motion, in which they seek to extend the time within which they must assume or reject unexpired nonresidential real property leases under which the Debtors are lessee from March 10, 2009 to June 8, 2009.

3. Chino South holds a leasehold interest in certain property (the "Property") commonly referred to as the Rancho del Chino South Shopping Center in Chino, California (the "Property").

4. On or about July 18, 2007, Chino South, as landlord, and Circuit City Stores West Coast, Inc. ("Circuit City West") (one of the Debtors herein), as tenant, entered into a lease agreement (the "Chino South Lease") under which Chino South leased a portion of the Property (the "Leased Premises") to the Circuit City West.

5. Upon information and belief the Debtors intended to construct and operate a store on the Leased Premises. However, as of the Petition Date, the Property and the Leased Premises remained undeveloped. Upon further information and belief, the Debtors have abandoned the project and have no intention of constructing or operating a store on the Leased Premises.

OBJECTIONS

6. Under section 365(d)(4)(A) of the Bankruptcy Code, the Debtors currently have until the earlier of plan confirmation or March 10, 2009 to assume or reject the Chino South Lease. *See* 11 U.S.C. § 365(d)(4)(A). Under section 365(d)(4)(B), that time may be extended for an additional 90 days only if cause for the extension is shown. *See* 11 U.S.C. § 365(d)(4)(B).

7. Chino South objects to the relief requested in the Extension Motion because there is no cause to extend the time within which the Debtors must assume or reject the Chino South Lease.

8. As noted, the Property and Leased Premises are undeveloped. The Debtors have not commenced construction of a store on the Leased Premises and upon information and belief, the Debtors have abandoned the project and have no intention of constructing or operating a store on the Leased Premises.

9. Accordingly, there is no cause for extending the time within the Debtors must assume or reject the Chino South Lease at this point. At best, the Debtors' Extension Motion to premature and the Court should abstain for considering the relief sought until late February, 2009 or early March, 2009 to see if, in fact, an extension is necessary at that time.

JOINDER IN OTHER LANDLORD OBJECTIONS

10. To the extent not inconsistent with these objections, Chino South joins in the objections filed by other landlords to the Extension Motion.

PRAYER

WHEREFORE, PREMISES CONSIDER, Chino South moves the Court to deny the relief requested in the Extension Motion and for such other and further relief as the Court deems just and proper both in equity and at law.

Respectfully submitted,

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**ATTORNEYS FOR CHINO SOUTH
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been served on the parties on the attached Service List via electronic means as listed on the court's ECF noticing system or by regular U. S. First Class Mail on this 3rd day of December, 2008.

/s/ William A. (Trey) Wood, III

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